

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK**

Edith A. Woods,

Plaintiff,

v.

Marguerite Acampora and Citigroup
Global Markets Inc.,

Defendants.

Case No. 08 Civ. 4854 (JES)(GWG)

**Stipulation of Dismissal
Without Prejudice**

IT IS HEREBY STIPULATED AND AGREED, by and between the undersigned attorneys for plaintiff Edith A. Woods (“Woods”) and defendant Citigroup Global Markets, Inc. (“Citigroup”) (collectively referred to herein as the “Parties” and each individually as a “Party”), that Woods, through her attorney, dismisses without prejudice and without costs, any and all claims and causes of action as set forth in Plaintiff’s Complaint against Citigroup in the above-entitled action (the “Action”). Each party shall bear their own attorneys’ fees.

IT IS FURTHER STIPULATED AND AGREED, that in the event Woods at a later date joins Citigroup in this action or commences a new action against Citigroup, Citigroup hereby waives all jurisdictional defenses and the undersigned attorneys for Citigroup will accept service of process on its behalf.

IT IS FURTHER STIPULATED AND AGREED, by Citigroup that it will respond to reasonable discovery requests served on it by Woods and will comply with Wood’s reasonable requests for the appearance of witnesses at depositions and/or trial.

IT IS FURTHER STIPULATED AND AGREED, that Citigroup will provide and or comply with the following discovery on or before September 19, 2008:

1. Copies of all signature cards for the Citigroup account # 382-73501 (presently referred to as “the Account”);

2. Copies of all Smith Barney Reserved Client Consolidated Summary/statements since the opening of the Account to date;
3. Copies of all correspondence (including facsimile transmissions, electronic mail or other means of communication) between Citigroup and defendant Marguerite Acampora and/or Woods individually, as well as in their capacity as tenants in common relating to the Account;
4. Images or copies of all checks, wire requests/confirmations or other instructions from any person relating to any deposit or withdrawal from the Account; and
5. Agreements between Citigroup and Woods, Acampora or either of them relating to the Account.

IT IS FURTHER STIPULATED AND AGREED, that Woods reserves her right to take the deposition of Richard Lee Rotnem, as well as any other representative from Citigroup with knowledge and/or information relating to the Account.

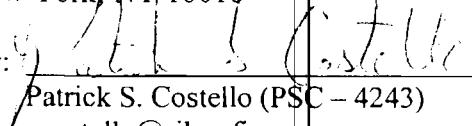
IT IS FURTHER STIPULATED AND AGREED, that the production of witnesses by Citigroup shall be made with reasonable promptness upon a written request to Citigroup's undersigned attorney and such testimony shall be given within the City and State of New York.

IT IS FURTHER STIPULATED AND AGREED, by Citigroup that in the event Woods notices a witness(es) for a deposition; and/or subpoenas a witness(es) for trial, Citigroup will bear all costs to have the witnesses appear in New York City (Manhattan) for such appearance.

IT IS FURTHER STIPULATED AND AGREED, that Citigroup will continue the "freeze" on the Account throughout the pendency of the herein Action or upon further order of the United States District Court for the Southern District of New York.

IT IS HEREBY FURTHER STIPULATED AND AGREED, that this Court shall retain jurisdiction over Citigroup for the limited purpose of engaging in supplemental proceedings (such as is contemplated by Fed. R. Civ. P. 69 (a) (2)) or enforcement of any judgment this Court may issue.

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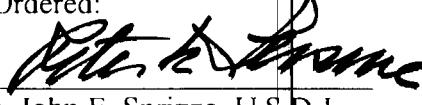
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By: 
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Dated: August 19, 2008

8/25/08

So Ordered:


Hon. John E. Sprizzo, U.S.D.J.